

## Fundrise TERMS OF SERVICE

**Date of Last Revision: March 21, 2019**

### **Welcome to Fundrise!**

Fundrise, LLC (“Fundrise,” “we,” “us,” “our”) provides its services (described below) to you through its website located at [www.fundrise.com](http://www.fundrise.com) (the “Site”) and through its mobile applications and related technology and services (collectively, such services, including any new features and applications, and the Site, the “Service”), subject to the following Terms of Service (as amended from time to time, the “Terms of Service”). We reserve the right, at our sole discretion, to change or modify portions of these Terms of Service at any time. If we do this, we will post the changes on this page and will indicate at the top of this page the date these terms were last revised. We will also notify you, either through the Service user interface, in an email notification or through other reasonable means. Any such changes will become effective no earlier than fourteen (14) days after they are posted, except that changes addressing new functions of the Service or changes made for legal reasons will be effective immediately. Your continued use of the Service after the date any such changes become effective constitutes your acceptance of the new Terms of Service.

***PLEASE READ THESE TERMS OF SERVICE CAREFULLY, AS THEY CONTAIN AN AGREEMENT TO ARBITRATE AND OTHER IMPORTANT INFORMATION REGARDING YOUR LEGAL RIGHTS, REMEDIES, AND OBLIGATIONS. THE AGREEMENT TO ARBITRATE REQUIRES (WITH LIMITED EXCEPTION) THAT YOU SUBMIT CLAIMS YOU HAVE AGAINST US TO BINDING AND FINAL ARBITRATION, AND FURTHER (1) YOU WILL ONLY BE PERMITTED TO PURSUE CLAIMS AGAINST FUNDRISE ON AN INDIVIDUAL BASIS, NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY CLASS OR REPRESENTATIVE ACTION OR PROCEEDING, (2) YOU WILL ONLY BE PERMITTED TO SEEK RELIEF (INCLUDING MONETARY, INJUNCTIVE, AND DECLARATORY RELIEF) ON AN INDIVIDUAL BASIS, AND (3) YOU MAY NOT BE ABLE TO HAVE ANY CLAIMS YOU HAVE AGAINST US RESOLVED BY A JURY OR IN A COURT OF LAW.***

In addition, when using certain services, you will be subject to any additional terms applicable to such services that may be posted on the Service from time to time, including, without limitation, the Privacy Policy located at [https://fundrise.com/website-documents/Privacy\\_Policy](https://fundrise.com/website-documents/Privacy_Policy) (the “Privacy Policy”). All such terms are hereby incorporated by reference into these Terms of Service.

### **Access and Use of the Service**

**Service Description:** Fundrise provides online and mobile tools to assist potential real estate investors in accessing the investment class of private market real estate. The Service allows investors to diversify their portfolios across a hand-picked selection of private market real estate investment opportunities thereby allowing investors to unlock new and exciting opportunities for portfolio growth.

**Your Registration Obligations:** You may be required to register with Fundrise in order to access and use certain features of the Service. If you choose to register for the Service, you agree to provide and maintain true, accurate, current and complete information about yourself as prompted by the Service’s registration form. Registration data and certain other information about you are governed by the Privacy Policy. If you are under 18 years of age, you are not authorized to use the Service, with or without registering.

**Member Account, Password and Security:** You are responsible for maintaining the confidentiality of your password and account, if any, and are fully responsible for any and all activities that occur under your password or account. You agree to (a) immediately notify Fundrise of any unauthorized use of your password or account or any other breach of security, and (b) ensure that you exit from your account at the end of each session when accessing the Service. Fundrise will not be liable for any loss or

damage arising from your failure to comply with this Section.

**Modifications to Service:** Fundrise reserves the right to modify or discontinue, temporarily or permanently, the Service (or any part thereof) with or without notice. You agree that Fundrise will not be liable to you or to any third party for any modification, suspension or discontinuance of the Service.

**General Practices Regarding Use and Storage:** You acknowledge that Fundrise may establish general practices and limits concerning use of the Service, including without limitation the maximum period of time that data or other content will be retained by the Service and the maximum storage space that will be allotted on Fundrise's servers on your behalf. You agree that Fundrise has no responsibility or liability for the deletion or failure to store any data or other content maintained or uploaded by the Service. You acknowledge that Fundrise reserves the right to terminate accounts that are inactive for an extended period of time. You further acknowledge that Fundrise reserves the right to change these general practices and limits at any time, in its sole discretion, with or without notice.

**Mobile Services:** The Service includes certain services that are available via a mobile device, including (i) the ability to monitor and make adjustments to your investment portfolio, (ii) the ability to browse the Service from a mobile device and (iii) the ability to access certain features through a mobile application downloaded and installed on a mobile device (such application, the "Application", and such services collectively, the "Mobile Services"). To the extent you access the Service through a mobile device, your wireless service carrier's standard charges, data rates and other fees may apply. In addition, downloading, installing, or using certain Mobile Services may be prohibited or restricted by your carrier, and not all Mobile Services may work with all carriers or devices. In the event you change or deactivate your mobile telephone number, you agree to promptly update your Fundrise account information to ensure that your messages are not sent to the person that acquires your old number.

**License:** Subject to the Terms of Service, Fundrise hereby grants to you a limited, revocable, non-exclusive, non-transferable, non-sublicensable license to (a) install the Application on one mobile device and (b) use the Application for your own personal use. For clarity, the foregoing is not intended to prohibit you from installing the Application for another device on which you also agreed to the Terms of Service. Each instance of the Terms of Service that you agree to grants you the aforementioned rights in connection with the installation and use of the Application on one device.

**Open Source:** The Application may contain or be provided together with open source software. Each item of open source software is subject to its own applicable license terms, which can be found at [fundrise.com/open-source](http://fundrise.com/open-source) and/or in the Application documentation or the applicable help, notices, about or source files. Copyrights to the open source software are held by the respective copyright holders indicated therein.

## **Conditions of Use**

**User Conduct:** You are solely responsible for all code, video, images, information, data, text, software, music, sound, photographs, graphics, messages or other materials ("content") that you upload, post, publish or display (hereinafter, "upload") or email or otherwise use via the Service. The following are examples of the kind of content and/or use that is illegal or prohibited by Fundrise. Fundrise reserves the right to investigate and take appropriate legal action against anyone who, in Fundrise's sole discretion, violates this provision, including without limitation, removing the offending content from the Service, suspending or terminating the account of such violators and reporting you to the law enforcement authorities. You agree to not use the Service to:

- a) email or otherwise upload any content that (i) infringes any intellectual property or other proprietary rights of any party; (ii) you do not have a right to upload under any law or under contractual or fiduciary relationships; (iii) contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment; (iv) poses or creates a privacy or security risk to any person; or (v) is unlawful, harmful, threatening, abusive, harassing,

- tortious, excessively violent, defamatory, vulgar, obscene, pornographic, libelous, invasive of another's privacy, hateful racially, ethnically or otherwise objectionable;
- b) interfere with or disrupt the Service or servers or networks connected to the Service, or disobey any requirements, procedures, policies or regulations of networks connected to the Service; or
  - c) violate any applicable local, state, national or international law, or any regulations having the force of law;
  - d) impersonate any person or entity, or falsely state or otherwise misrepresent your affiliation with a person or entity;
  - e) further or promote any criminal activity or enterprise or provide instructional information about illegal activities; or
  - f) obtain or attempt to access or otherwise obtain any materials or information through any means not intentionally made available or provided for through the Service.

**Fees:** There are fees associated with investments you may make through the Service. Any such fees will be disclosed in the offering documents with respect to such investments. In addition, if you become a client of Fundrise, you should review the additional documents available at [www.fundrise.com/oc](http://www.fundrise.com/oc) which describe the applicable fees.

**Special Notice for International Use; Export Controls:** Software available in connection with the Service and the transmission of applicable data, if any, is subject to United States export controls. No software may be downloaded from the Service or otherwise exported or re-exported in violation of U.S. export laws. Downloading or using the software is at your sole risk. Recognizing the global nature of the Internet, you agree to comply with all local rules and laws regarding your use of the Service, including as it concerns online conduct and acceptable content.

**Commercial Use:** Unless otherwise expressly authorized herein or in the Service, you agree not to display, distribute, license, perform, publish, reproduce, duplicate, copy, create derivative works from, modify, sell, resell, exploit, transfer or upload for any commercial purposes, any portion of the Service, use of the Service, or access to the Service. The Service is for your personal use.

**Electronic Transactions and Disclosures:** Because Fundrise operates only on the Internet, it is necessary for you to consent to transact business with us online and electronically. As part of doing business with us and our affiliates ("Our Affiliates"), therefore, we also need you to consent to our giving you certain disclosures electronically, either via our Site or to the email address you provide to us. By agreeing to the Terms of Service, you agree to receive electronically all documents, communications, notices, contracts, and agreements (including any IRS Forms, including Form 1099 and Schedule K-1) arising from or relating to your use of the Site and Service, including any notes you have purchased, your use of this Service, and the servicing of any notes you have purchased as either an investor of Fundrise (each, a "Disclosure"), from us, whether we are acting in the capacity as trustee or otherwise, or Our Affiliates. An IRS Form refers to any Form 1099, Schedule K-1 or other Form, Schedule or information statement, including corrections of such documents, required to be provided pursuant to U.S. Internal Revenue Service rules and regulations and that may be provided electronically (each, an "IRS Form"), provided that you consent to such electronic delivery, as more fully described in the subscription document(s) applicable to you.

**Electronic Communications:** Any Disclosures will be provided to you electronically through [fundrise.com](http://fundrise.com) either on our Site or via electronic mail to the verified email address you provided. If you require paper copies of such Disclosures, you may write to us at the mailing address provided below and a paper copy will be sent to you at a cost of up to \$5.00. A request for a paper copy of any Disclosure will not be considered a withdrawal of your consent to receive Disclosures electronically. Any IRS Forms provided electronically will remain accessible for twelve months following the end of the tax year to which the IRS Forms relate, or six months after the date of issuance of the IRS Forms, whichever is later; after that time the IRS Forms may no longer be accessible electronically. We may discontinue electronic provision of Disclosures at any time in our sole discretion, in which case we will provide you with paper copies.

**Scope of Consent:** Your consent to receive Disclosures and transact business electronically, and our agreement to do so, applies to any transactions to which such Disclosures relate, whether between you and Fundrise or between you and Our Affiliates. Your consent will remain in effect for so long as you are a User and, if you are no longer a User, will continue until such a time as all Disclosures relevant to transactions that occurred while you were a User have been made, subject to any special rules regarding consent to electronic delivery of IRS Forms, as more fully described in the [subscription document(s)] applicable to you.

**Consenting to Do Business Electronically:** Before you decide to do business electronically with Fundrise or Our Affiliates, you should consider whether you have the required hardware and software capabilities described below.

**Hardware and Software Requirements:** In order to access and retain Disclosures electronically, you must satisfy the following computer hardware and software requirements: access to the Internet; an email account and related software capable of receiving email through the Internet; supported Web browsing software (three most recent versions of Google Chrome, Microsoft Edge or Firefox, Internet Explorer version 11 or higher, or Safari version 10 or higher); and hardware capable of running this software.

**TCPA Consent:** You expressly consent to receiving calls and messages, including auto-dialed and pre-recorded message calls, and SMS messages (including text messages) from us, our affiliates, agents and others calling at their request or on their behalf, at any telephone numbers that you have provided or may provide in the future (including any cellular telephone numbers). Your cellular or mobile telephone provider will charge you according to the type of plan you carry.

**Additional Mobile Technology Requirements:** If you are accessing our Site and the Disclosures electronically via a mobile device (such as a smart phone, tablet, and the like), in addition to the above requirements you must make sure that you have software on your mobile device that allows you to print and save the Disclosures presented to you during the application process. These applications can be found for most mobile devices in the device's respective "app store". If you do not have these capabilities on your mobile device, please access our Site through a device that provides these capabilities.

**Withdrawing Consent:** You may not withdraw such consent as long as you have outstanding any investments made through the Site; provided, however, that you may withdraw consent to receive electronic delivery of IRS Forms, as more fully described in the Subscription document(s) applicable to you. If you have no outstanding investments made through the Site and wish to withdraw consent to doing business electronically, we will terminate your registered user account with us.

**How to Contact Us regarding Electronic Disclosures:** You can contact us via email at support@fundrise.com. You may also reach us in writing to us at the following address: Fundrise, LLC, 1601 Connecticut Avenue NW, Suite 300 Floor, Washington, DC 20009, Attention: Investments.

You will keep us informed of any change in your email or home mailing address so that you can continue to receive all Disclosures in a timely fashion. If your registered email address changes, you must notify us of the change by sending an email to support@fundrise.com. You also agree to update your registered residence address and telephone number on the Site if they change.

You will print a copy of this Agreement for your records and you agree and acknowledge that you can access, receive and retain all Disclosures electronically sent via email or posted on the Site.

### **Securities Offering Matters**

**General.** Notwithstanding anything to the contrary in these Terms of Service, in no event shall anything in these Terms of Service be deemed to be a waiver, and we will not assert there has been a waiver, that would not be permissible under Section 14 of the Securities Act of 1933, as amended (the "Securities Act"), Section 29(a) of the Securities Exchange Act of 1934, as amended (the "Exchange Act")

or any other applicable provision of federal and state securities laws.

The securities offered on the Site have not been registered under the Securities Act, in reliance on the exemptive provisions of (i) Section 4(a)(2) of the Securities Act and Rule 506 of Regulation D promulgated thereunder ("Regulation D" or "private placements"), and/or (ii) Regulation A promulgated under the Securities Act ("Regulation A"). Securities sold through private placements are restricted and not publicly traded, and are therefore illiquid. Neither the U.S. Securities and Exchange Commission nor any state securities commission or other regulatory authority has approved, passed upon or endorsed the merits of any offering on this Site.

Persons who are resident outside of the United States are not allowed access to investment opportunities on the Site. Our services (and certain pages of the Site) that relate to the viewing of actual investment opportunities or to making investments in the securities offered therein may not be used by any person or entity in any jurisdiction where the provision or use thereof would be contrary to applicable laws, rules or regulations of any governmental authority or where Fundrise is not authorized to provide such information or services.

Investment overviews on the Site contain summaries of the purpose and principal business terms of the investment opportunities. Such summaries are intended for informational purposes only and do not purport to be complete, and each is qualified in its entirety by reference to the more detailed discussions contained in the investor document package relating to such investment opportunity, the most current version of each such document package may be found at [fundrise.com/oc](http://fundrise.com/oc). The information contained in the Site has been prepared by Fundrise without reference to any particular user's investment requirements or financial situation, and potential investors are encouraged to consult with professional tax, legal and financial advisors before making any investment.

### **Eligibility.**

*Private Placements.* Only "accredited investors" as defined in Rule 501 of Regulation D are authorized to access such services and web pages relating to offerings conducted under Regulation D (such persons being "Accredited Investors"). In general, to qualify as an Accredited Investor, individuals must have a net worth of more than \$1 million (excluding their primary residence), or gross income for each of the last two years of at least \$200,000 (\$300,000 jointly with their spouse) with the expectation of a similarly qualifying income during the current year.

*Regulation A.* "Tier II" Investment opportunities registered pursuant to Regulation A of the Securities Act, including real estate investment trusts and other funds sponsored by one of Our Affiliates, are offered only to "Qualified Purchasers" as defined in Regulation A. "Qualified Purchasers" include: (i) Accredited Investors and (ii) all other investors so long as their investment in one of our offerings does not represent more than 10% of the greater of their annual income or net worth (for natural persons), or 10% of the greater of annual revenue or net assets at fiscal year-end (for non-natural persons).

*Covered Persons.* You may not become a beneficial owner of 20% or more of any issuer's outstanding voting equity securities (an "Issuer Covered Person") without becoming subject to certain "bad actor" disqualifying events described in Rule 506(d) of Regulation D or Rule 262(a) of Regulation A (a "Disqualifying Event"). You represent that you are not subject to a Disqualifying Event and that you will promptly notify Fundrise in writing should any Disqualifying Events be applicable to you. Fundrise is not liable or responsible for making Rule 506(e) under Regulation D or Rule 262(e) disclosures under Regulation A, nor for determining whether any Issuer Covered Person is subject to a Disqualifying Event.

*Documentation.* You may be required to provide supporting documents to issuers that provide proof that you are an Accredited Investor or Qualified Purchaser and as to your status with respect to being an Issuer Covered Person. Such proof will require your completion of a subscription agreement and may require completion of a questionnaire and satisfactory background information screening. Your failure to provide any information and documentation requested to confirm your status will be cause for Fundrise to immediately discontinue your use of the Service by preventing your access to the Website

and the Service.

### **Investment Adviser Matters**

Fundrise Advisors, LLC ("Fundrise Advisors"), an affiliate of Fundrise, is registered with the Securities and Exchange Commission as an investment adviser under the Investment Advisers Act of 1940. Financial advisory services are only provided to investors who become Fundrise Advisors Clients ("Clients") pursuant to a written Client Agreement, which investors are urged to read, along with Part 2 of Fundrise Advisors' Form ADV, and carefully consider in determining whether such agreement is suitable for their individual facts and circumstances.

PAST PERFORMANCE IS NO GUARANTEE OF FUTURE RESULTS, AND ANY EXPECTED RETURNS OR HYPOTHETICAL PROJECTIONS MAY NOT REFLECT ACTUAL FUTURE PERFORMANCE. FURTHERMORE, PAST RETURNS MAY REFLECT THE PERFORMANCE OF ASSETS FOR A FINITE TIME, OR DURING A PERIOD OF EXTREME MARKET ACTIVITY. ALL INVESTMENTS INVOLVE RISK AND MAY RESULT IN PARTIAL OR TOTAL LOSS. There can be no assurance that an investment mix or any projected or actual performance shown on the Site will lead to the expected results shown or perform in any predictable manner. It should not be assumed that investors will experience returns in the future, if any, comparable to those shown or that any or all investors on the Site experienced such returns.

### **Securities Law Disclosures**

You are urged to review our full disclosure and offering circulars with respect to the securities offerings on the Site as well as the services provided by Fundrise Advisors.

### **Third Party Distribution Channels**

Fundrise offers software applications that may be made available through the Apple App Store, Android Marketplace or other distribution channels ("Distribution Channels"). If you obtain such software through a Distribution Channel, you may be subject to additional terms of the Distribution Channel. These Terms of Service are between you and us only, and not with the Distribution Channel. To the extent that you utilize any other third party products and services in connection with your use of the Service, you agree to comply with all applicable terms of any agreement for such third party products and services.

With respect to software that is made available for your use in connection with an Apple-branded product (the "Apple-Enabled Software"), in addition to the other terms and conditions set forth in these Terms of Service, the following terms and conditions apply:

- Fundrise and you acknowledge that these Terms of Service are concluded between Fundrise and you only, and not with Apple Inc. ("Apple"), and that as between Fundrise and Apple, Fundrise, not Apple, is solely responsible for the Apple-Enabled Software and the content thereof.
- You may not use the Apple-Enabled Software in any manner that is in violation of or inconsistent with the Usage Rules set forth for Apple-Enabled Software in, or otherwise be in conflict with, the App Store Terms of Service.
- Your license to use the Apple-Enabled Software is limited to a non-transferable license to use the Apple-Enabled Software on an iOS Product that you own or control, as permitted by the Usage Rules set forth in the App Store Terms of Service.
- Apple has no obligation whatsoever to provide any maintenance or support services with respect to the Apple-Enabled Software.
- Apple is not responsible for any product warranties, whether express or implied by law. In the event of any failure of the Apple-Enabled Software to conform to any applicable warranty, you may notify Apple, and Apple will refund the purchase price for the Apple-Enabled Software to you,

if any; and, to the maximum extent permitted by applicable law, Apple will have no other warranty obligation whatsoever with respect to the Apple-Enabled Software, or any other claims, losses, liabilities, damages, costs or expenses attributable to any failure to conform to any warranty, which will be Fundrise's sole responsibility, to the extent it cannot be disclaimed under applicable law.

- Fundrise and you acknowledge that Fundrise, not Apple, is responsible for addressing any claims of you or any third party relating to the Apple-Enabled Software or your possession and/or use of that Apple-Enabled Software, including, but not limited to: (i) product liability claims; (ii) any claim that the Apple-Enabled Software fails to conform to any applicable legal or regulatory requirement; and (iii) claims arising under consumer protection or similar legislation.
- In the event of any third party claim that the Apple-Enabled Software or the end-user's possession and use of that Apple-Enabled Software infringes that third party's intellectual property rights, as between Fundrise and Apple, Fundrise, not Apple, will be solely responsible for the investigation, defense, settlement and discharge of any such intellectual property infringement claim.
- You represent and warrant that (i) you are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country; and (ii) you are not listed on any U.S. Government list of prohibited or restricted parties.
- If you have any questions, complaints or claims with respect to the Apple-Enabled Software, they should be directed to Fundrise as follows:  
support@fundrise.com  
1601 Connecticut Avenue NW, 3<sup>rd</sup> Floor, Washington, DC 20009

Fundrise and you acknowledge and agree that Apple, and Apple's subsidiaries, are third party beneficiaries of these Terms of Service with respect to the Apple-Enabled Software, and that, upon your acceptance of the terms and conditions of these Terms of Service, Apple will have the right (and will be deemed to have accepted the right) to enforce these Terms of Service against you with respect to the Apple-Enabled Software as a third party beneficiary thereof.

The following terms apply to you if you download the App for use on an Android product: The Google Play marketplace is owned and operated by Google Inc. Your use of Google Play is governed by a legal agreement between you and Google Inc. consisting of the Google Terms of Service (currently found at <https://policies.google.com/terms/>) and the Google Play Terms of Service (currently found at [https://play.google.com/intl/en-US\\_us/about/play-terms.html](https://play.google.com/intl/en-US_us/about/play-terms.html)). Google Play is a "Service" as described in the Google Terms of Service. If there is any conflict between the Google Play Terms of Service and the Google Terms of Service, the Google Play Terms of Service shall prevail.

### **Intellectual Property Rights**

**Service Content, Software and Trademarks:** You acknowledge and agree that the Service may contain content or features ("Service Content") that are protected by copyright, patent, trademark, trade secret or other proprietary rights and laws. Except as expressly authorized by Fundrise, you agree not to modify, copy, frame, scrape, rent, lease, loan, sell, distribute or create derivative works based on the Service or the Service Content, in whole or in part, except that the foregoing does not apply to your own User Content (as defined below) that you legally upload to the Service. In connection with your use of the Service you will not engage in or use any data mining, robots, scraping or similar data gathering or extraction methods. If you are blocked by Fundrise from accessing the Service (including by blocking your IP address), you agree not to implement any measures to circumvent such blocking (e.g., by masking your IP address or using a proxy IP address). Any use of the Service or the Service Content other than as specifically authorized herein is strictly prohibited. The technology and software underlying the Service or distributed in connection therewith are the property of Fundrise, our affiliates and our partners (the

“Software”). You agree not to copy, modify, create a derivative work of, reverse engineer, reverse assemble or otherwise attempt to discover any source code, sell, assign, sublicense, or otherwise transfer any right in the Software. Any rights not expressly granted herein are reserved by Fundrise.

The Fundrise name and logos are trademarks and service marks of Fundrise (collectively the “Fundrise Trademarks”). Other company, product, and service names and logos used and displayed via the Service may be trademarks or service marks of their respective owners who may or may not endorse or be affiliated with or connected to Fundrise. Nothing in this Terms of Service or the Service should be construed as granting, by implication, estoppel, or otherwise, any license or right to use any of Fundrise Trademarks displayed on the Service, without our prior written permission in each instance. All goodwill generated from the use of Fundrise Trademarks will inure to our exclusive benefit.

**Third Party Material:** Under no circumstances will Fundrise be liable in any way for any content or materials of any third parties (including users), including, but not limited to, for any errors or omissions in any content, or for any loss or damage of any kind incurred as a result of the use of any such content. You acknowledge that Fundrise does not pre-screen content, but that Fundrise and its designees will have the right (but not the obligation) in their sole discretion to refuse or remove any content that is available via the Service. Without limiting the foregoing, Fundrise and its designees will have the right to remove any content that violates these Terms of Service or is deemed by Fundrise, in its sole discretion, to be otherwise objectionable. You agree that you must evaluate, and bear all risks associated with, the use of any content, including any reliance on the accuracy, completeness, or usefulness of such content.

**User Content Transmitted Through the Service:** With respect to the content, data or other materials you input or upload through the Service (collectively, “User Content”), you represent and warrant that you own all right, title and interest in and to such User Content, including, without limitation, all copyrights and rights of publicity contained therein. You hereby grant and will grant Fundrise and its affiliated companies a nonexclusive, worldwide, royalty free, fully paid up, transferable, sublicensable, perpetual, irrevocable license to copy, display, upload, perform, distribute, store, modify and otherwise use your User Content in connection with the operation of the Service, and the advertising, marketing and promotion thereof.

You acknowledge and agree that any questions, comments, suggestions, ideas, feedback or other information about the Service (“Submissions”), provided by you to Fundrise are non-confidential and Fundrise will be entitled to the unrestricted use and dissemination of these Submissions for any purpose, commercial or otherwise, without acknowledgment or compensation to you.

You acknowledge and agree that Fundrise may preserve content and may also disclose content if required to do so by law or in the good faith belief that such preservation or disclosure is reasonably necessary to: (a) comply with legal process, applicable laws or government requests; (b) enforce these Terms of Service; (c) respond to claims that any content violates the rights of third parties; or (d) protect the rights, property, or personal safety of Fundrise, its users and the public. You understand that the technical processing and transmission of the Service, including your content, may involve (a) transmissions over various networks; and (b) changes to conform and adapt to technical requirements of connecting networks or devices.

### **Third Party Websites**

The Service may provide, or third parties may provide, links or other access to other sites and resources on the Internet. Fundrise has no control over such sites and resources and Fundrise is not responsible for and does not endorse such sites and resources. You further acknowledge and agree that Fundrise will not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any content, events, goods or services available on or through any such site or resource. Any dealings you have with third parties found while using the Service are between you and the third party, and you agree that Fundrise is not liable for any loss or claim that you may have against any such third party.

### **Indemnity and Release**



You agree to release, indemnify and hold Fundrise and its affiliates and their officers, employees, directors and agents (collectively, "Indemnitees") harmless from any and all losses, damages, expenses, including reasonable attorneys' fees, rights, claims, actions of any kind and injury (including death) arising out of or relating to your use of the Service, any User Content, your connection to the Service, your violation of these Terms of Service or your violation of any rights of another. Notwithstanding the foregoing, you will have no obligation to indemnify or hold harmless any Indemnitee from or against any liability, losses, damages or expenses incurred as a result of any action or inaction of such Indemnitee. If you are a California resident, you waive California Civil Code Section 1542, which says: "A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor." If you are a resident of another jurisdiction, you waive any comparable statute or doctrine.

### **Disclaimers**

YOUR USE OF THE SERVICE IS AT YOUR SOLE RISK. THE SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. FUNDRISE EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT.

FUNDRISE MAKES NO WARRANTY THAT (I) THE SERVICE WILL MEET YOUR REQUIREMENTS, (II) THE SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (III) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICE WILL BE ACCURATE OR RELIABLE, OR (IV) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE SERVICE WILL MEET YOUR EXPECTATIONS.

### **Limitation of Liability**

YOU EXPRESSLY UNDERSTAND AND AGREE THAT FUNDRISE WILL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY DAMAGES, OR DAMAGES FOR LOSS OF PROFITS INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES (EVEN IF FUNDRISE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), WHETHER BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, RESULTING FROM: (I) THE USE OR THE INABILITY TO USE THE SERVICE; (II) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES RESULTING FROM ANY GOODS, DATA, INFORMATION OR SERVICES PURCHASED OR OBTAINED OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO THROUGH OR FROM THE SERVICE; (III) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; (IV) STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON THE SERVICE; OR (V) ANY OTHER MATTER RELATING TO THE SERVICE. IN NO EVENT WILL FUNDRISE'S TOTAL LIABILITY TO YOU FOR ALL DAMAGES, LOSSES OR CAUSES OF ACTION EXCEED THE AMOUNT YOU HAVE PAID FUNDRISE IN THE LAST SIX (6) MONTHS, OR, IF GREATER, ONE HUNDRED DOLLARS (\$100).

SOME JURISDICTIONS DO NOT ALLOW THE DISCLAIMER OR EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. ACCORDINGLY, SOME OF THE ABOVE LIMITATIONS SET FORTH ABOVE MAY NOT APPLY TO YOU OR BE ENFORCEABLE WITH RESPECT TO YOU. IF YOU ARE DISSATISFIED WITH ANY PORTION OF THE SERVICE OR WITH THESE TERMS OF SERVICE, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USE OF THE SERVICE.

IF YOU ARE A USER FROM NEW JERSEY, THE FOREGOING SECTIONS TITLED "DISCLAIMER OF WARRANTIES" AND "LIMITATION OF LIABILITY" ARE INTENDED TO BE ONLY AS BROAD AS IS PERMITTED UNDER THE LAWS OF THE STATE OF NEW JERSEY. IF ANY PORTION OF THESE SECTIONS IS HELD TO BE INVALID UNDER THE LAWS OF THE STATE OF NEW JERSEY, THE INVALIDITY OF SUCH PORTION SHALL NOT AFFECT THE VALIDITY OF THE REMAINING PORTIONS OF THE APPLICABLE SECTIONS.

**Dispute Resolution By Binding Arbitration: PLEASE READ THIS SECTION CAREFULLY AS IT AFFECTS YOUR RIGHTS.**

**a. Agreement to Arbitrate**

This Dispute Resolution by Binding Arbitration section is referred to in this Terms of Service as the "Arbitration Agreement." You agree that any and all disputes or claims that have arisen or may arise between you and Fundrise, whether arising out of or relating to this Terms of Service (including any alleged breach thereof), the Service, any advertising, any aspect of the relationship or transactions between us, shall be resolved exclusively through final and binding arbitration, rather than a court, in accordance with the terms of this Arbitration Agreement, except that you may assert individual claims in small claims court, if your claims qualify. Further, this Arbitration Agreement does not preclude you from bringing issues to the attention of federal, state, or local agencies, and such agencies can, if the law allows, seek relief against us on your behalf. You agree that, by entering into this Terms of Service, you and Fundrise are each waiving the right to a trial by jury or to participate in a class action. Your rights will be determined by a neutral arbitrator, not a judge or jury. The Federal Arbitration Act governs the interpretation and enforcement of this Arbitration Agreement.

**b. Prohibition of Class and Representative Actions and Non-Individualized Relief**

***YOU AND FUNDRISE AGREE THAT EACH OF US MAY BRING CLAIMS AGAINST THE OTHER ONLY ON AN INDIVIDUAL BASIS AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE ACTION OR PROCEEDING. UNLESS BOTH YOU AND FUNDRISE AGREE OTHERWISE, THE ARBITRATOR MAY NOT CONSOLIDATE OR JOIN MORE THAN ONE PERSON'S OR PARTY'S CLAIMS AND MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF A CONSOLIDATED, REPRESENTATIVE, OR CLASS PROCEEDING. ALSO, THE ARBITRATOR MAY AWARD RELIEF (INCLUDING MONETARY, INJUNCTIVE, AND DECLARATORY RELIEF) ONLY IN FAVOR OF THE INDIVIDUAL PARTY SEEKING RELIEF AND ONLY TO THE EXTENT NECESSARY TO PROVIDE RELIEF NECESSITATED BY THAT PARTY'S INDIVIDUAL CLAIM(S), EXCEPT THAT YOU MAY PURSUE A CLAIM FOR AND THE ARBITRATOR MAY AWARD PUBLIC INJUNCTIVE RELIEF UNDER APPLICABLE LAW TO THE EXTENT REQUIRED FOR THE ENFORCEABILITY OF THIS PROVISION.***

**c. Pre-Arbitration Dispute Resolution**

Fundrise is always interested in resolving disputes amicably and efficiently, and most customer concerns can be resolved quickly and to the customer's satisfaction by emailing customer support at support@fundrise.com. If such efforts prove unsuccessful, a party who intends to seek arbitration must first send to the other, by certified mail, a written Notice of Dispute ("Notice"). The Notice to Fundrise should be sent to 1601 Connecticut Avenue NW, 3<sup>rd</sup> Floor, Washington, DC 20009 ("Notice Address"). The Notice must (i) describe the nature and basis of the claim or dispute and (ii) set forth the specific relief sought. If Fundrise and you do not resolve the claim within sixty (60) calendar days after the Notice is received, you or Fundrise may commence an arbitration proceeding. During the arbitration, the amount of any settlement offer made by Fundrise or you shall not be disclosed to the arbitrator until after the arbitrator determines the amount, if any, to which you or Fundrise is entitled.

**d. Arbitration Procedures**

Arbitration will be conducted by a neutral arbitrator in accordance with the American Arbitration Association's ("AAA") rules and procedures, including the AAA's Consumer Arbitration Rules (collectively, the "AAA Rules"), as modified by this Arbitration Agreement. For information on the AAA, please visit its website, <http://www.adr.org>. Information about the AAA Rules and fees for consumer disputes can be found at the AAA's consumer arbitration page, [http://www.adr.org/consumer\\_arbitration](http://www.adr.org/consumer_arbitration). If there is any inconsistency between any term of the AAA Rules and any term of this Arbitration Agreement, the applicable terms of this Arbitration Agreement will control unless the arbitrator determines that the

application of the inconsistent Arbitration Agreement terms would not result in a fundamentally fair arbitration. The arbitrator must also follow the provisions of these Terms of Service as a court would. All issues are for the arbitrator to decide, including, but not limited to, issues relating to the scope, enforceability, and arbitrability of this Arbitration Agreement. Although arbitration proceedings are usually simpler and more streamlined than trials and other judicial proceedings, the arbitrator can award the same damages and relief on an individual basis that a court can award to an individual under the Terms of Service and applicable law. Decisions by the arbitrator are enforceable in court and may be overturned by a court only for very limited reasons.

Unless Fundrise and you agree otherwise, any arbitration hearings will take place in Washington, DC. If the parties are unable to agree on a location, the determination shall be made by AAA. If your claim is for \$10,000 or less, Fundrise agrees that you may choose whether the arbitration will be conducted solely on the basis of documents submitted to the arbitrator, through a telephonic hearing, or by an in-person hearing as established by the AAA Rules. If your claim exceeds \$10,000, the right to a hearing will be determined by the AAA Rules. Regardless of the manner in which the arbitration is conducted, the arbitrator shall issue a reasoned written decision sufficient to explain the essential findings and conclusions on which the award is based.

**e. Costs of Arbitration**

Payment of all filing, administration, and arbitrator fees (collectively, the "Arbitration Fees") will be governed by the AAA Rules, unless otherwise provided in this Arbitration Agreement. If the value of the relief sought is \$75,000 or less, at your request, Fundrise will pay all Arbitration Fees. If the value of relief sought is more than \$75,000 and you are able to demonstrate to the arbitrator that you are economically unable to pay your portion of the Arbitration Fees or if the arbitrator otherwise determines for any reason that you should not be required to pay your portion of the Arbitration Fees, Fundrise will pay your portion of such fees. In addition, if you demonstrate to the arbitrator that the costs of arbitration will be prohibitive as compared to the costs of litigation, Fundrise will pay as much of the Arbitration Fees as the arbitrator deems necessary to prevent the arbitration from being cost-prohibitive. Any payment of attorneys' fees will be governed by the AAA Rules.

**f. Confidentiality**

All aspects of the arbitration proceeding, and any ruling, decision, or award by the arbitrator, will be strictly confidential for the benefit of all parties.

**g. Severability**

If a court or the arbitrator decides that any term or provision of this Arbitration Agreement (other than the subsection (b) titled "Prohibition of Class and Representative Actions and Non-Individualized Relief" above) is invalid or unenforceable, the parties agree to replace such term or provision with a term or provision that is valid and enforceable and that comes closest to expressing the intention of the invalid or unenforceable term or provision, and this Arbitration Agreement shall be enforceable as so modified. If a court or the arbitrator decides that any of the provisions of subsection (b) above titled "Prohibition of Class and Representative Actions and Non-Individualized Relief" are invalid or unenforceable, then the entirety of this Arbitration Agreement shall be null and void, unless such provisions are deemed to be invalid or unenforceable solely with respect to claims for public injunctive relief. The remainder of the Terms of Service will continue to apply.

**h. Future Changes to Arbitration Agreement**

Notwithstanding any provision in this Terms of Service to the contrary, Fundrise agrees that if it makes any future change to this Arbitration Agreement (other than a change to the Notice Address) while you are a user of the Service, you may reject any such change by sending Fundrise written notice within thirty (30) calendar days of the change to the Notice Address provided above. By rejecting any future change, you are agreeing that you will arbitrate any dispute between us in accordance with the language of this

Arbitration Agreement as of the date you first accepted these Terms of Service (or accepted any subsequent changes to these Terms of Service).

**i. Compliance with Federal Securities Laws**

BY AGREEING TO BE SUBJECT TO THE ARBITRATION PROVISION CONTAINED IN THIS AGREEMENT, INVESTORS WILL NOT BE DEEMED TO WAIVE FUNDRISE'S COMPLIANCE WITH THE FEDERAL SECURITIES LAWS AND THE RULES AND REGULATIONS PROMULGATED THEREUNDER.

**Termination**

You agree that Fundrise, in its sole discretion, may suspend or terminate your account (or any part thereof) or use of the Service and remove and discard any content within the Service, for any reason, including, without limitation, for lack of use or if Fundrise believes that you have violated or acted inconsistently with the letter or spirit of these Terms of Service. Any suspected fraudulent, abusive or illegal activity that may be grounds for termination of your use of Service, may be referred to appropriate law enforcement authorities. Fundrise may also in its sole discretion and at any time discontinue providing the Service, or any part thereof, with or without notice. You agree that any termination of your access to the Service under any provision of this Terms of Service may be effected without prior notice, and acknowledge and agree that Fundrise may immediately deactivate or delete your account and all related information and files in your account and/or bar any further access to such files or the Service. Further, you agree that Fundrise will not be liable to you or any third party for any termination of your access to the Service.

**General**

These Terms of Service constitute the entire agreement between you and Fundrise and govern your use of the Service, superseding any prior agreements between you and Fundrise with respect to the Service. You also may be subject to additional terms and conditions that may apply when you use affiliate or third party services, third party content or third party software. These Terms of Service will be governed by the laws of the State of Delaware without regard to its conflict of law provisions. With respect to any disputes or claims not subject to arbitration, as set forth above, you and Fundrise agree to submit to the personal and exclusive jurisdiction of (i) the United States District Court for the Eastern District of Virginia (Alexandria division), or (ii) solely to the extent there is no applicable federal jurisdiction over such dispute or matter, in the Circuit Court for Fairfax County, Virginia. The failure of Fundrise to exercise or enforce any right or provision of these Terms of Service will not constitute a waiver of such right or provision. If any provision of these Terms of Service is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of these Terms of Service remain in full force and effect. You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of the Service or these Terms of Service must be filed within one (1) year after such claim or cause of action arose or be forever barred. A printed version of this agreement and of any notice given in electronic form will be admissible in judicial or administrative proceedings based upon or relating to this agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. You may not assign this Terms of Service without the prior written consent of Fundrise, but Fundrise may assign or transfer this Terms of Service, in whole or in part, without restriction. The section titles in these Terms of Service are for convenience only and have no legal or contractual effect. Notices to you may be made via either email or regular mail. The Service may also provide notices to you of changes to these Terms of Service or other matters by displaying notices or links to notices generally on the Service.

**Your Privacy**

At Fundrise, we respect the privacy of our users. For details please see the Privacy Policy available at <https://fundrise.com/website-documents/Privacy Policy>. By using the Service, you consent to our collection and use of personal data as outlined therein.

**Notice for California Users**

Under California Civil Code Section 1789.3, users of the Service from California are entitled to the following specific consumer rights notice: The Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs may be contacted in writing at 1625 North Market Blvd., Suite N 112, Sacramento, CA 95834, or by telephone at (916) 445-1254 or (800) 952-5210. You may contact us at Fundrise, LLC, 1601 Connecticut Avenue NW, 3rd Floor, Washington, DC 20009, 202-584-0550.

**Questions? Concerns? Suggestions?**

Please contact us at [support@fundrise.com](mailto:support@fundrise.com) to report any violations of these Terms of Service or to pose any questions regarding this Terms of Service or the Service.